

# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER  
TARDEV06507

PAGE 1 OF 19

2. CONTRACT NO.  
W56HZV-07-P-L616

3. AWARD/EFFECTIVE DATE  
23-Mar-2007

4. ORDER NUMBER

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION  
INFORMATION CALL:

a. NAME

b. TELEPHONE NUMBER (No Collect Calls)

8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY  
U.S. ARMY TACOM  
6501 E. 11 MILE ROAD  
WARREN MI 48397-5000

CODE W56HZV

10. THIS ACQUISITION IS

☐ UNRESTRICTED

☒ SET ASIDE: 100 % FOR

☒ SMALL BUSINESS

☐ HUBZONE SMALL BUSINESS

☐ 8(A)

NAICS: 332812

SIZE STANDARD: 500

11. DELIVERY FOR FOB  
DESTINATION UNLESS  
BLOCK IS MARKED  
☐ SEE SCHEDULE

12. DISCOUNT TERMS  
Net 30 Days

13a. THIS CONTRACT IS A RATED ORDER  
UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

☐ RFQ

☐ IFB

☐ RFP

CODE W56HZV

TEL:

FAX:

15. DELIVER TO

CODE

SEE SCHEDULE

16. ADMINISTERED BY

U.S. ARMY TACOM

AMSTA-AQ-ASR/MS 322

JOHN SARTI 586-574-7110

JOHN.SARTI@TACOM.ARMY.MIL

WARREN MI 48397-5000

17a. CONTRACTOR/OFFEROR

CODE 54799

BRETON INDUSTRIES INC.  
LARRY VECCHIO  
1 SAM STRATTON ROAD  
AMSTERDAM NY 12010-0429

18a. PAYMENT WILL BE MADE BY

CODE HQ0304

DFAS COLUMBUS

DFAS-JAQBAC-00

ATTN: ST LOUIS

P.O. BOX 182307

COLUMBUS OH 43218-2307

FACILITY  
CODE

54799

TEL. 516-842-3030

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT  
SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK  
BELOW IS CHECKED ☒ SEE ADDENDUM

19. ITEM NO.

20. SCHEDULE OF SUPPLIES/ SERVICES

21. QUANTITY

22. UNIT

23. UNIT PRICE

24. AMOUNT

SEE SCHEDULE

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

\$25,191.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.

ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.

ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES  
TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS  
SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS  
SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT; REFERENCE

☐ OFFER DATED YOUR OFFER ON SOLICITATION  
(BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE  
SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS; SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA. (SIGNATURE OF CONTRACTING OFFICER)

31c. DATE SIGNED

30b. NAME AND TITLE OF SIGNER

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER

(TYPE OR PRINT)

(TYPE OR PRINT)  
AL DARMOFAL  
VICE-PRESIDENT

3/23/07

TEL:

Fran Dolata

EMAIL:

3/23/07

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER TARDEV08907		PAGE 1 OF 19	
2. CONTRACT NO. W56HZV-07-P-L616		3. AWARD/EFFECTIVE DATE 23-Mar-2007		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY  U.S. ARMY TACOM 6501 E. 11 MILE ROAD WARREN MI 48397-5000  TEL: FAX:		CODE W56HZV		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: 332812 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING  14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY U.S. ARMY TACOM AMSTA-AQ-ASRB/ MS 322 JOHN SARTI 586-574-7110 JOHN.SARTI@TACOM.ARMY.MIL WARREN MI 48397-5000		CODE W56HZV	
17a. CONTRACTOR/OFFEROR  BRETON INDUSTRIES INC. LARRY VECCHIO 1 SAM STRATTON ROAD AMSTERDAM NY 12010-0429  TEL. 518-842-3030		CODE 54799  FACILITY CODE 54799		18a. PAYMENT WILL BE MADE BY  DFAS COLUMBUS DFAS-JAIBAC-CO ATTN: ST LOUIS P.O. BOX 182307 COLUMBUS OH 43218-2307		CODE HQ0304	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>					26. TOTAL AWARD AMOUNT (For Gov't. Use Only)  <b>\$25,191.00</b>		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.  REF: quote emailed 03/22/2007				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 19	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>			
			42b. RECEIVED AT <i>(Location)</i>			
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS		

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		6,297.75	Dollars, U.S.	\$1.00	\$6,297.75

SHIPMENT ONE: 25% COMPLETED TARP & BOWS  
FFP

WELDING AND PAINTING OF 2,700 PCS. ACCORDING TO PRINT WITH  
METHOD #7 PAINT #37030 LUSTERLESS BLACK. TWO SEPARATE  
PICKUPS AND THREE DELIVERIES FROM/TO TACOM LCMC, WARREN  
MI. AT THE CONTRACTOR'S COST. REFERENCE QUOTE EMAILED  
MARCH 22, 2007. TOTAL AMOUNT OF THIS ORDER INCL. ALL SHIPPING,  
EXPEDITING, WELDING, PAINTING IS \$25,191.00.

TWO SEPARATE PICK UP DATES:  
APRIL 11, 2007

APRIL 25, 2007

PICK UP LOCATION:  
TACOM LCMC  
AMSRD-TAR-D/MS 234  
6501 E. Eleven Mile Rd.  
Warren, MI 48397-5000

COMPLETED PARTS DUE ON APRIL 25TH, 2007 TO TACOM LCMC:

QTY	DESCRIPTION	PER UNIT PRICE	TOTAL
150	12502039-002 WELD & PAINT	9.18	1,377.00
150	12502039-003 WELD & PAINT	9.18	1,377.00
150	12502039-006 WELD & PAINT	7.47	1,120.50
150	12502039-006 WELD & PAINT	11.83	1,774.50
75	12502039-007 WELD & PAINT	8.65	648.75

TOTAL FOR CLIN 0001 6,297.75

Primary Performance Certifier:  
KENNETH GREENE  
AMSRD-TAR-D  
586-574-5161

Alternate Performance Certifier:  
SANTIAGO PONTI  
AMSRD-TAR-D  
586-574-5457

SHIPPING INFORMATION:  
TACOM LCMC  
AMSRD-TAR-D/MS 234  
6501 E. Eleven Mile Rd.  
Warren, MI 48397-5000

MARK FOR: Interest Contract No W56HZV-07-P-L616  
ATTN: KENNETH GREENE BLDG. 200D  
MAIL STOP MS 234

Deliveries are not allowed after 3:30p.m.

Invoices shall be submitted in accordance with the clause entitled, "PROMPT PAYMENT (INVOICES)" dated June 2000. The invoice shall contain the steps (a) - (h). Invoices will be submitted electronically to:  
CONTRACTINVOICE@tacom.army.mil

FOB: Destination  
PURCHASE REQUEST NUMBER: TARDEV08907

ACRN AA  
CIN: TARDEV089070001

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NET AMT	\$6,297.75
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ACRN AA	\$6,297.75
CIN: TARDEV089070001	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		6,297.75	Dollars, U.S.	\$1.00	\$6,297.75

SHIPMENT TWO: 25% COMPLETED TARP & BOWS  
FFP

WELDING AND PAINTING OF 2,700 PCS. ACCORDING TO PRINT WITH  
METHOD #7 PAINT #37030 LUSTERLESS BLACK. TWO SEPARATE  
PICKUPS AND THREE DELIVERIES FROM/TO TACOM LCMC, WARREN  
MI. AT THE CONTRACTOR'S COST. REFERENCE QUOTE EMAILED  
MARCH 22, 2007. TOTAL AMOUNT OF THIS ORDER INCL. ALL SHIPPING,  
EXPEDITING, WELDING, PAINTING IS \$25,191.00

TWO SEPARATE PICK UP DATES:  
APRIL 11, 2007

APRIL 25, 2007

PICK UP LOCATION:  
TACOM LCMC  
AMSRD-TAR-D/MS 234  
6501 E. Eleven Mile Rd.  
Warren, MI 48397-5000

COMPLETED PARTS DUE ON MAY 10TH , 2007 TO TACOM LCMC:

QTY	DESCRIPTION	PER UNIT PRICE	TOTAL
150	12502039-002 WELD & PAINT	9.18	1,377.00
150	12502039-003 WELD & PAINT	9.18	1,377.00
150	12502039-006 WELD & PAINT	7.47	1,120.50
150	12502039-006 WELD & PAINT	11.83	1,774.50
75	12502039-007 WELD & PAINT	8.65	648.75

TOTAL FOR CLIN 0002 6,297.75

Primary Performance Certifier:  
KENNETH GREENE  
AMSRD-TAR-D  
586-574-5161

Alternate Performance Certifier:  
SANTIAGO PONTI  
AMSRD-TAR-D  
586-574-5457

SHIPPING INFORMATION:  
TACOM LCMC  
AMSRD-TAR-D/MS 234  
6501 E. Eleven Mile Rd.  
Warren, MI 48397-5000

MARK FOR: Interest Contract No W56HZV-07-P-L616  
ATTN: KENNETH GREENE BLDG. 200D  
MAIL STOP MS 234

Deliveries are not allowed after 3:30p.m.

Invoices shall be submitted in accordance with the clause entitled, "PROMPT PAYMENT (INVOICES)" dated June 2000. The invoice shall contain the steps (a) - (h). Invoices will be submitted electronically to:  
CONTRACTINVOICE@tacom.army.mil

FOB: Destination  
PURCHASE REQUEST NUMBER: TARDEV08907

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NET AMT	\$6,297.75
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ACRN AA	\$6,297.75
CIN: TARDEV089070002	



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		12,595.50	Dollars, U.S.	\$1.00	\$12,595.50

SHIPMENT THREE: 50% COMPLETED TARP & BOW  
FFP

WELDING AND PAINTING OF 2,700 PCS. ACCORDING TO PRINT WITH  
METHOD #7 PAINT #37030 LUSTERLESS BLACK. TWO SEPARATE  
PICKUPS AND THREE DELIVERIES FROM/TO TACOM LCMC, WARREN  
MI. AT THE CONTRACTOR'S COST. REFERENCE QUOTE EMAILED  
MARCH 22, 2007. TOTAL AMOUNT OF THIS ORDER INCL. ALL SHIPPING,  
EXPEDITING, WELDING, PAINTING IS \$25,191.00

TWO SEPARATE PICK UP DATES:  
APRIL 11, 2007

APRIL 25, 2007

PICK UP LOCATION:  
TACOM LCMC  
AMSRD-TAR-D/MS 234  
6501 E. Eleven Mile Rd.  
Warren, MI 48397-5000

COMPLETED PARTS DUE ON MAY 25TH , 2007 TO TACOM LCMC:

QTY	DESCRIPTION	PER UNIT PRICE	TOTAL
300	12502039-002 WELD & PAINT	9.18	2,754.00
300	12502039-003 WELD & PAINT	9.18	2,754.00
300	12502039-006 WELD & PAINT	7.47	2,241.00
300	12502039-006 WELD & PAINT	11.83	3,549.00
150	12502039-007 WELD & PAINT	8.65	1,297.50

TOTAL FOR CLIN 0003 12,595.50

Primary Performance Certifier:  
KENNETH GREENE  
AMSRD-TAR-D  
586-574-5161

Alternate Performance Certifier:  
SANTIAGO PONTI  
AMSRD-TAR-D  
586-574-5457

SHIPPING INFORMATION:  
TACOM LCMC  
AMSRD-TAR-D/MS 234  
6501 E. Eleven Mile Rd.  
Warren, MI 48397-5000

MARK FOR: Interest Contract No W56HZV-07-P-L616  
ATTN: KENNETH GREENE BLDG. 200D  
MAIL STOP MS 234

Deliveries are not allowed after 3:30p.m.

Invoices shall be submitted in accordance with the clause entitled, "PROMPT PAYMENT (INVOICES)" dated June 2000. The invoice shall contain the steps (a) - (h). Invoices will be submitted electronically to:  
CONTRACTINVOICE@tacom.army.mil

FOB: Destination  
PURCHASE REQUEST NUMBER: TARDEV08907

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NET AMT	\$12,595.50
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ACRN AA	\$12,595.50
CIN: TARDEV089070003	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004				\$0.00	\$0.00

MANPOWER REPORTING REQUIREMENTS

FFP

Manpower Reporting Requirements

FFP

The required information shall be reported to the secure website under two (2) circumstances:

a) annually, during the month of October 2007

b) within 30 days following contract expiration or termination for contracts crossing fiscal years.

The Performance Certifier is responsible for ensuring that the contractor has reported the required information. Information must be verified before the Performance Certifier (or Contracting Officer Representative) will certify invoices for payment under this CLIN.

Reference Clause 52.237-4000 CONTRACTOR MANPOWER REPORTING (MAY 2006)

Period of Performance March 23, 2007 to May 25, 2007

FOB: Destination  
PURCHASE REQUEST NUMBER: TARDEV08907

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NET AMT	\$0.00
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## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	25-APR-2007	6,297.75	U.S. ARMY TACOM KENNETH GREENE AMSRD-TR-D/MS 234/BLDG 200D KENNETH GREENE/586-574-5161 GREENEK@TACOM.ARMY.MIL WARREN MI 48397-5000 (586)574-5161 FOB: Destination	W56HZV
0002	10-MAY-2007	6,297.75	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56HZV
0003	25-MAY-2007	12,595.50	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56HZV
0004	POP 23-MAR-2007 TO 25-MAY-2007	N/A	TACOM - WARREN NOT APPLICABLE WARREN MI 48097-5000 FOB: Destination	W56HZV

## ACCOUNTING AND APPROPRIATION DATA

AA: 2172020000076N6N7E42380800000252G7RH16P000000F25014DEV08907S20113  
 AMOUNT: \$25,191.00  
 CIN TARDEV089070001: \$6,297.75

CIN TARDEV089070002: \$6,297.75  
 CIN TARDEV089070003: \$12,595.50

#### CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.229-1	State and Local Taxes	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003

#### CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (4) [Removed].

\_\_\_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

- ☐ (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (OCT 2001) of 52.219-9
- ☐ (iii) Alternate II (OCT 2001) of 52.219-9.
- ☐ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ☐ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ☐ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- ☒ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ☒ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
- ☒ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ☒ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ☐ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- ☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ☒ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- ☐ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ☐ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).
- ☐ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ☐ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- ☐ (ii) Alternate I (JAN 2004) of 52.225-3.
- ☐ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

\_\_\_ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

\_\_\_ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

\_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.232-4000

#### CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to approve additions or changes in any of the requirements under any contract, resulting from this solicitation, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event that the contractor effects any change at the direction of any person other than the Contracting Officer, such change shall be solely at the risk of the

contractor. (See General Provision, entitled: "Notification of Changes," FAR 52.243-7 or paragraph (c) of FAR 52.212-4).

52.232-4004

PROMPT PAYMENT (INVOICES )

(JUNE 2000)

1. In accordance with the Prompt Payment Clause (FAR 52.232.25), this guidance is provided for the submission of invoices.

2. An invoice is the Contractor's bill or written request for payment under the order for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the order.

3. Submit your invoice, preferably by email or through other electronic means, to EITHER:

  X   CONTRACTINVOICE@tacom.army.mil OR

       the administrator at the address on the face page of this contract

(If none of these is checked, send it to the first address:

CONTRACTINVOICE@tacom.army.mil )

4. A proper invoice must include the following items:

- (a) Name and address of the Contractor
- (b) Invoice date
- (c) Order number or other authorization for supplies delivered or services performed (including order number and **contract line item number** CLIN)
- (d) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (e) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipment on Government bills of lading
- (f) Name and address of Contractor to whom payment is to be sent (must be as specified in the order or in proper notice of assignment)
- (g) **Tax payer ID number.**
- (h) Any other information or documentation required by other requirements of the order (such as evidence of shipment)

**NOTE: ALL INVOICES FAILING TO PROVIDE THE REQUIRED INFORMATION WILL BE RETURNED UNPAID.**

5. Interest penalties to be paid by the Government if payment is not made within the applicable time limits specified by the Prompt Payment Act, are subject to the following conditions:

- (a) A proper invoice was received by the designated billing office
- (b) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any term or condition.



- (c) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(end of clause)

52.237-4000

CONTRACTOR MANPOWER REPORTING

(May 2006)

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address:  
<https://contractormanpower.army.pentagon.mil>. The required information includes:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub- contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor, and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

(end)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of clause)

Marking of Shipment

All packages must be marked with the contents and TACOM Contract/Order Number. Failure to properly mark all shipments may result in delayed payment and possible rejection of invoices and/or shipments.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2007)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

\_\_\_ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) \_\_\_ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) \_\_\_ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

(3) \_\_\_ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

(4) X 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) \_\_\_ 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).

(6) \_\_\_ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

- (7) \_\_\_ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (8) \_\_\_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (9) \_\_\_ 252.225-7021, Trade Agreements (NOV 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (10) \_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (11) \_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (12)(i) \_\_\_ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) \_\_\_ Alternate I (OCT 2006) of 252.225-7036.
- (13) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (14) \_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (15) \_\_\_ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (16) \_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (17) X 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).
- (18) \_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (19) \_\_\_ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (20)(i) \_\_\_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) \_\_\_ Alternate I (MAR 2000) of 252.247-7023.
- (iii) \_\_\_ Alternate II (MAR 2000) of 252.247-7023.
- (iv) \_\_\_ Alternate III (MAY 2002) of 252.247-7023.
- (21) \_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
- (1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

B R E T O N industries, inc.

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